

**BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2018-401-E**

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| IN RE: |) | |
| Request of Beulah Solar, LLC for |) | REPLY TO COMPANY'S |
| Modification of Interconnection Agreement |) | RESPONSE TO REQUEST FOR |
| with South Carolina Electric & Gas Company |) | MODIFICATION AND RESPONSE |
| |) | TO MOTION TO MAINTAIN |
| |) | STATUS QUO |
| |) | |

INTRODUCTION

Beulah Solar, LLC, (hereinafter as, "Beulah Solar") filed a Request for Modification and Motion to Maintain Status Quo, with this Commission on December 28, 2018, in Docket 2018-401-E. South Carolina Electric & Gas, Company (hereinafter as, "Company"), filed a Response in Opposition to Request for Modification and Response in Opposition to Motion to Maintain Status Quo, with this Commission, (hereinafter together as, "Response").

The Company's Response attempts to confuse this matter by referring to Docket 2018-362-E, which was a Request for Extension of Time, **consented to by the Company**, and **that Docket is concluded**. Because Docket 2018-362-E was consented to by the Company and concluded. Docket 2018-362-E has no bearing on Beulah Solar's Request for Modification and Motion to Maintain Status Quo in this new Docket. Docket 2018-362-E **did not contain** a Request for Modification. Beulah Solar's Motion is based upon grounds that were not set forth in Docket 2018-362-E, and Beulah Solar's Motion is not related to a simple, consent extension of time from Docket 2018-362-E. It is important to note that the stakeholder process relied upon in Beulah Solar's Request for Modification herein, **did not exist**¹ at the time of Beulah Solar's filing for a consent extension of time in Docket 2018-362-E. Beulah Solar's Reply to the Company's Response follows.

REPLY

Beulah Solar's Motion to Maintain Status Quo.

Beulah Solar's filing of a Motion to Maintain Status Quo was timely filed and filed prior to the date that Milestone Payment #1 was due under the Interconnection

¹ A stakeholder process to address solar developers' concerns about curtailment has recently been established. The stakeholder process is between the South Carolina Solar Business Alliance, Inc. and SCE&G and is to be facilitated by ORS. The stakeholder process is memorialized in a Settlement Agreement¹ dated November 30, 2018, between SCE&G, Dominion Energy, Inc. and SCSBA, on page 6 in paragraph (3)(B)(i).

Agreement between Beulah Solar and the Company, (hereinafter as, “IA”). The Company’s Response ignores Beulah Solar’s timely filing of a Motion and makes the remarkable statement that, despite Beulah Solar’s timely filing of a Motion, “...the IA is terminated by its terms.” (Page “3” in the Company’s Response in Opposition to Motion to Maintain Status Quo).

The Company’s Response invades the province of this Commission. The decision on whether or not the IA is terminated by its terms is a decision solely to be made by this Commission, and not the Company.

Beulah Solar Alleges Facts to Provide an Adequate Basis for Relief.

The Company incorrectly alleges that Beulah Solar failed to allege facts to provide an adequate basis for relief. **Beulah Solar alleges three bases for relief:**

- Provision “12.12”, of the IA between Beulah Solar and the Company, which allows, “[T]he Interconnection Customer shall have the right to make a unilateral filing with the Commission to modify this agreement.”
- The Commission has the statutory authority to amend, modify, and change any contract with an electrical utility that affects the use or disposition of an electrical utility’s product or charges paid to an electrical utility when the public interest requires. *See* S.C. Code Ann. Section 58-27-980, (1976, as amended).
- The “Stakeholder Process”, agreed to in writing by the Company and described in more detail hereinabove, that will likely lead to amendment or modification of the “curtailment language” in the Company’s IAs, objected to in Beulah Solar’s Request for Modification.

Beulah Solar Does Not Seek a Second and Unlimited Extension.

As stated hereinabove, Beulah Solar’s extension was in a Consent Docket, Docket 2018-362-E, on grounds different then those stated herein. In fact, Beulah Solar now seeks this Commission’s review and modification of the IA described by Beulah Solar. The Motion to Maintain Status Quo was necessary to preserve the status quo between the parties on December 28, 2018. Namely, that Milestone Payment #1, was not due on December 28, 2018, when Beulah Solar filed its Motion.

Company Misstates Beulah Solar's Motion, as being an "Injunction".

On page "3" of the Company's Response to Beulah Solar's Motion to Maintain Status Quo, in "I", the Company improperly describes Beulah Solar's Motion as an "Injunction". Factually, Beulah Solar is not seeking injunctive relief and the Company's argument thereon is inapposite. Beulah Solar's Motion to Maintain Status Quo is an adjunct to the right granted to it by the Company in provision "12.12", in the IA. . Beulah Solar's Motion to Maintain Status Quo is also an adjunct to that right granted to Beulah Solar under S.C. Code Ann. Section 58-27-980, (1976, as amended).

The express and written grant of a right to modification from the Company, under provision "12.12" would be illusory, if that right was not accompanied by a right for a Motion to maintain the status quo between the parties while the right to modification is decided by this Commission. Likewise, the grant of authority from the South Carolina Legislature to this Commission under S.C. Code Ann. Section 58-27-980, (1976, as amended), would be illusory, for the same reason.

Company's Response Ignores Provision "12.12" of its IA.

Beulah Solar and the Company entered into an Agreement that contains a provision "12.12", which allows this Commission to hear and to review, **a unilateral request for modification**, when filed. Beulah Solar has filed a Request for Modification with this Commission, which should now be heard by this Commission. The Company's Response improperly attempts to usurp the authority of this Commission, by deciding that Beulah Solar's Request for Modification should not be heard by this Commission. In its Response, **the Company also takes the position that it can ignore a provision of an Agreement, to which it is a signatory.**

It is important to note that the Company's Response does not dispute Beulah Solar's contention that the IA executed between the Company and Beulah Solar on September 24, 2018, contained provision "12.12".

CONCLUSION

WHEREFORE, based on the foregoing, this Commission should inquire of this matter, conduct a Hearing, and order the relief sought by Beulah Solar in its Request for Modification and Motion to Maintain Status Quo;

AND FOR SUCH OTHER AND FURTHER RELIEF AS THIS COMMISSION MAY DEEM JUST AND PROPER.

This 14th day of January, 2018.

January 14, 2019
Columbia, South Carolina

Respectfully Submitted,
/s/Richard L. Whitt,

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